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PARTNERS AGREEMENT FOR RED WOLF PROGRAM

Project Originator and Organization Code: Jennifer Gilbreath,
41630
Address: U.S. Fish and Wildlife Service, P.O. Box 1969, Manteo,
NC 27954; ph: 919-473-1131, fax: 919-473-1668

Cooperator: [REDACTED]
Address: [REDACTED] North Carolina 27928

SUMMARY OF PARTNERS AGREEMENT

Location: [REDACTED] Farms includes 7,000 acres located in Washington
County [REDACTED]

Relationship to Refuge: [REDACTED] Farms is located [REDACTED]
[REDACTED]

Description of Agreement: This agreement requires that [REDACTED]
Farms permit red wolves to enter and inhabit property described
above. Additionally, [REDACTED] Farms will provide U.S. Fish and
Wildlife Service (hereafter referred to as Service) personnel access
to [REDACTED] Farms so that they can monitor and manage resident red
wolves.

Compensation: This agreement requires that the Service provide
\$1,500/year for services rendered by [REDACTED] Farms.

Duration of Agreement: Unless terminated by written notice, this
Agreement will remain in force for a period of 5 years starting from
October 1, 1997.

Benefits and Comments: [REDACTED] Farms consists of habitats that are
ideal for endangered red wolves. Inclusion of [REDACTED] Farms in the
Red Wolf Recovery Program through this Partners Agreement will
significantly increase the odds of the Service realizing its
objective of establishing a viable population of red wolves in
eastern North Carolina.

PARTNERS AGREEMENT FOR RED WOLF PROGRAM

This PARTNERS AGREEMENT is made and entered into this 1st day of October, 1997, by and between [REDACTED] Farms and the United States of America, acting through the SERVICE.

W I T N E S S E T H

WHEREAS, the SERVICE is authorized to take steps required for the development, management, advancement, conservation and protection of wildlife resources pursuant to the Fish and Wildlife Act of 1956, 16 U.S.C. sec. 742a et seq., the National Wildlife Refuge System Administration Act of 1966, 16 U.S.C. sec. 668dd et seq., and the Endangered Species Act of 1973, 16 U.S.C. 1531-1543; 87 Stat. 884, as amended, and

WHEREAS, the SERVICE has implemented a historical attempt to reestablish the endangered red wolf on PLNWR, and

WHEREAS, the project represents the first time in history that an attempt has been made to reestablish an animal, extinct in the wild, back into its former range, and

WHEREAS, [REDACTED] Farms wishes to assist the SERVICE in the attempt to return to the wild the endangered red wolf, and

WHEREAS, [REDACTED] Farms owns 7,000 acres of land near PLNWR and contains habitats similar to that of PLNWR, and

WHEREAS, occasionally within recent years red wolves have wandered onto land owned by [REDACTED] Farms.

NOW THEREFORE, [REDACTED] Farms and the SERVICE agree as follows:

1. That the SERVICE provide 1,500 dollars per year for service rendered by [REDACTED] Farms. Payment will occur after receipt of an invoice from [REDACTED] Farms for services provided during the preceding fiscal year. The fiscal calendar for this Agreement extends from October 1 through September 30. Unless terminated by written notice, this Agreement will remain in force for a period of five (5) fiscal years (1997 through 2002, inclusive.)
2. That [REDACTED] Farms will allow red wolves to wander the property.
3. That [REDACTED] Farms will allow personnel of the SERVICE access to, in, over and across the property to manage the wolves. Personnel of the SERVICE will enter [REDACTED] Farms only after conferring with the land manager.
4. That personnel of the SERVICE will immediately vacate [REDACTED] Farms if notified by the land manager that their presence is causing damage or deterioration to [REDACTED] Farms or in any other way hindering the management operations employed by [REDACTED] Farms on that property.
5. That upon termination of this agreement the SERVICE will immediately capture and remove all red wolves from [REDACTED] Farms land if the OWNER feels removal is necessary.
6. That the liability of the United States for acts or omissions of its employees which result in the damages to [REDACTED] Farms property shall be governed by the terms of the Federal Tort Claims

Act.

7. That pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress or resident commissioner, after his election or appointment, and either before or after he has qualified and during his continuance in office, shall be admitted to any share or part of this agreement, or to any benefit to arise thereupon; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Nothing in this agreement shall affect or interfere with the fulfillment of the obligations and rights of either party hereto to manage the lands and programs administered by them in accordance with their other basic land management responsibilities.

This Partners Agreement may be revised as necessary by mutual consent of either party by the issuance of a written amendment, signed and dated by both parties.

Either party may terminate this Partners Agreement by providing written notice to the other. Unless terminated by written notice, this Agreement will remain in force for 5 years starting with 1 October 1997. At the end of that time, the parties will assess the benefits accrued and determine if the agreement should be reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Partners
Agreement as of the last day and date last below written.

10-29-97

Date



ATTEST:

Brenda J. Bullock
4655 Mackay Rd Roper, N.C. 27970
Secretary NOTARY
(SEAL) my commission expires 2/18/2001

U.S. DEPARTMENT OF INTERIOR FISH AND
WILDLIFE SERVICE

11/10/97
Date

BY:

James S. Windley